

**DATED**

**25<sup>TH</sup> APRIL 2022**

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**CONSULTANCY AGREEMENT**

**FOR THE PROVISION OF  
SITE INVESTIGATION AND GROUND CONDITIONS SCOPE  
SHIP STREET, FOLKESTONE**

between

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYPHE**

and

**RSK ENVIRONMENT LIMITED**

© The District Council of Folkestone and Hythe 2018  
Legal Services  
Civic Centre  
Castle Hill Avenue  
Folkestone, Kent CT20 2QY

LS.DK draft 03.08.18, amended by IL September 2021

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**THIS AGREEMENT** is dated **25<sup>th</sup> April 2022**

**BETWEEN**

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHER** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (the "**Council**");
- (2) **RSK ENVIRONMENT LIMITED** (Company Registration No. SC115530) of 65 Sussex Street, Glasgow, Scotland, G41 1DX (the "**Consultant**")

(hereinafter collectively "**the Parties**" and independently "**the Party**")

**WHEREAS** the Council requires professional services to be rendered for the provision of **Site Investigation and Ground Conditions Scope** at Ship Street, Folkestone and the Consultant has agreed to render those services in accordance with this Consultancy Agreement.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

1.1 Definitions:

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Commencement Date:** 11<sup>th</sup> April 2022

**Council Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Council or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Council or the Consultant's computer systems or other electronic equipment during the Engagement.

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, suppliers products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the Council or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection

with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation (*Regulation (EU) 2016/679*) (UK GDPR), the Data Protection Act 2018 (and regulations made thereafter) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Engagement:** the engagement of the Consultant by the Council on the terms of this Agreement.

**Holding Company:** has the meaning given in clause 1.7.

**Insurance Policies** professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover.

**Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Request for Information:** a request for information or an apparent request under the FOIA or the Environment Information Regulations.

**Services:** the services provided by the Consultant in a consultancy capacity for the Council as more particularly described in the 0 1 attached hereto.

**Sub-consultant:** a Sub-consultant engaged by the Consultant under the terms of clause 3.3.

**subsidiary:** has the meaning given in clause 1.7.

**Termination Date:** the date of termination of this Agreement, howsoever arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7 A reference to a **Holding Company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

## **2. TERM OF ENGAGEMENT**

- 2.1 The Council shall engage the Consultant and the Consultant shall provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and (subject to clause 11 below) shall continue (unless extended at the mutual agreement of the Parties) until terminated:
- (a) for a period of **12 weeks** ending on the **1<sup>st</sup> July 2022**, or
  - (b) until either party giving to the other not less than 4 weeks' prior written notice.

## **3. DUTIES AND OBLIGATIONS**

- 3.1 During the Engagement the Consultant shall:
- (a) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Council; and

- (b) promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.
  
- 3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Council of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
  
- 3.3 The Consultant may, with the prior written approval of the Council and subject to the following proviso, appoint a suitably qualified and skilled Sub-consultant to perform the Services on his behalf, provided that the Sub-consultant shall be required to enter into direct undertakings with the Council, including with regard to confidentiality. If the Council accepts the Sub-consultant, the Consultant shall continue to invoice the Council in accordance with clause 4 and shall be responsible for the remuneration of the Sub-consultant. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Sub-consultant.
  
- 3.4 The Consultant undertakes that the terms and conditions of any sub-contract it enters into with a Sub-consultant shall (where applicable) comply with section 113 of the Public Contracts Regulations 2015 and result in payments being made not later than thirty (30) days from the date of receipt of a relevant invoice from the Sub-Consultant.
  
- 3.5 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Council may require.
  
- 3.6 Unless they have been specifically authorised to do so by the Council in writing, the Consultant shall not:
  - (a) have any authority to incur any expenditure in the name of or for the account of the Council; or
  - (b) hold themselves out as having authority to bind the Council.
  
- 3.7 The Consultant shall comply with all reasonable standards of safety and comply with all reasonable standards of safety and comply with the Council's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Council any unsafe working conditions or practices.
  
- 3.8 The Consultant undertakes to the Council that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Council any business opportunities as soon as practicable after the same shall have come to their

knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party.

3.9 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- (a) the Council will not be liable to bear the cost of such functions; and
- (b) at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.

3.10 The Consultant shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Council's Ethics and Anti-bribery and Anti-corruption Policies in each case as the Council or the relevant industry body may update them from time to time (**Relevant Policies**);
- (d) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement;
- (e) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.11; and
- (f) annually certify to the Council in writing, their compliance with this clause 3.10.11. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

3.11 Failure to comply with clause 3.10 may result in the immediate termination of this Agreement.

3.12 The Consultant shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
  - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

- (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) promptly report to the Council any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement;
- (c) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.13; and
- (d) annually certify to the Council in writing compliance with this Clause 3.13 by the Consultant and all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

3.13 Failure to comply with Clause 3.13 may result in the immediate termination of this Agreement.

3.14 The Consultant undertakes that the terms and conditions of any sub-contract or sub-consultancy agreement it enters into with a sub-contractor or sub-consultant shall comply with section 113 of the Public Contracts Regulations 2015 and result in payments being made not later than thirty (30) days from the date of receipt of a relevant invoice from the sub-contractor or sub-consultant.

#### **4. FEES**

4.1 In consideration of the Services to be rendered by the Consultant in accordance with this Agreement the Council shall make Payments to the Consultant for the provision of the Services as follows:

- (a) The Council shall pay the Consultancy Fee upon completion of the Service and in accordance with clause 4.2. The Consultancy Fee shall be **£65,507.50** exclusive of VAT, as per the Consultant's quotation as referred to in Schedule 2.
- (b) such additional Consultancy Fees (if any) as shall from time to time be determined by the Council having regard to the Services rendered by the Consultant.

4.2 The Council shall pay each invoice submitted by the Consultant for Services successfully rendered in accordance with this Agreement within 30 days of receipt thereof.



- 4.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Consultant where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 4.4 For the purposes of clause 4.3 an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 4.5 The Council shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Council at any time.
- 4.6 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Council against the Consultant in respect of the provision of the Services.

## **5. EXPENSES**

- 5.1 The Consultant shall bear his own expenses incurred in the course of the Engagement.
- 5.2 If the Consultant is required to travel abroad in the course of the Engagement he shall be responsible for any necessary insurances, inoculations and immigration requirements.

## **6. OTHER ACTIVITIES**

Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the role of the Council without the prior written consent of the Council (such consent not to be unreasonably withheld); and
- (c) the Consultant shall give priority to the provision of the Services to the Council over any other business activities undertaken by the Consultant during the course of the Engagement.

**7. CONFIDENTIAL INFORMATION**

7.1 The Consultant acknowledges that in the course of the Engagement they may have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Council or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Council Property in his possession to the Council.

7.4 Nothing in this clause 7 shall prevent the Consultant or the Council (or any of its officers, employees, workers or agents) from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
- (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or
- (d) complying with an order from a court or tribunal to disclose or give evidence; or
- (e) making any other disclosure as required by law.

**8. DATA PROTECTION**

NOT USED - THE PARTIES ACKNOWLEDGE THAT THERE IS NO PERSONAL DATA SHARING OR PROCESSING AS A RESULT OF THIS AGREEMENT

**9. INTELLECTUAL PROPERTY**

9.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Consultant or the Consultant's personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services

shall vest in the Council on creation.

9.2 The Consultant shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

9.3 The Consultant hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds legal title in these rights and inventions on trust for the Council.

9.4 The Consultant undertakes:

- (a) to notify to the Council in writing full details of any Inventions promptly on their creation;
- (b) to keep details of all Inventions confidential;
- (c) whenever requested to do so by the Council and in any event on the termination of the Engagement, promptly to deliver to the Council all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Council; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Council.

## **10. INSURANCE AND LIABILITY**

10.1 The Consultant shall have liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or a Sub-consultant engaged by the Consultant of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

- 10.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Council and that the level of cover and other terms of insurance are acceptable to and agreed by the Council.
- 10.3 The Consultant shall on request supply to the Council evidence of such Insurance Policies and evidence that the relevant premiums have been paid.
- 10.4 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Council without delay.

## **11. TERMINATION**

- 11.1 Notwithstanding the provisions of clause 2.2, the Council may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Council;
  - (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
  - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - (d) is in the reasonable opinion of the Council negligent or incompetent in the performance of the Services;
  - (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
  - (f) is incapacitated (including by reason of illness or accident) from providing the Services.
  - (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Consultant or the Council into disrepute or is materially adverse to the interests of the Council;
  - (h) commits any breach of the Council's policies and procedures; or
  - (i) commits any offence under the Bribery Act 2010;

- (j) commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

11.2 The rights of the Council under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.

## **12. OBLIGATIONS ON TERMINATION**

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Council all Council Property and original Confidential Information in their possession or under his control;
- (b) subject to the Council's data retention guidelines, irretrievably delete any information relating to the Council stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of the Council. This obligation includes requiring any sub-contractor to delete such information where applicable, and
- (c) provide a signed statement that they have complied fully with their obligations under this clause 12, together with such evidence of compliance as the Council may reasonably request.

## **13. FREEDOM OF INFORMATION**

13.1 The Consultant acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and the Environmental Information Regulations 2004 ("the EIRs"), in each case as may be amended from time to time. The Consultant undertakes:

- (a) to provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) to transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) to provide the Council with a copy of all information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

- (d) not to respond directly to a Request For Information unless authorised in writing to do so by the Council.

13.2 The Consultant acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Consultant. The Council shall take reasonable steps to notify the Consultant of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Consultant accept that the Council shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

#### **14. STATUS**

14.1 An employee of the consultant will not be an employee of the council. and nothing in this Agreement shall render them an employee, worker, agent or partner of the Council and the employee of the Consultant shall not hold themselves out as such.

14.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Council for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Council's negligence or wilful default;
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Sub-consultant against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Council.

14.3 The Council may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

**15. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS**

15.1 In performing its obligations under this Agreement, the Consultant shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 15.

15.2 The Consultant represents and warrants that:

- (d) neither the Consultant nor any of its officers, employees or other persons associated with it:
  - (i) has been convicted of any offence involving slavery and human trafficking; and
  - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

15.3 The Consultant shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

15.4 The Consultant shall notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

15.5 The Consultant shall:

- (a) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Council in connection with this Agreement; and
- (b) permit the Council and its third party representatives, on reasonable notice during normal business hours to have access to and take copies of the Consultant's records and any other information and to meet with the Council's personnel to audit the Council's compliance with its obligations this clause; [and]

- 15.6 The Consultant shall implement a system of training for its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.7 The Consultant shall keep records of all training offered and completed by its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes and shall make a copy of the record available to the Council on request.
- 15.8 The Consultant shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Council as a result of its failure to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.9 The Consultant represents, warrants and undertakes that it conducts its business in a manner that is consistent with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.10 The Council may terminate the agreement with immediate effect by giving written notice to the Consultant if the Consultant fails to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.

## **16. NOTICES**

- 16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party.
  - (b) sent by email
- 16.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address given in this Agreement;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
  - (c) if sent by email, at the time the message is delivered to the recipient
- 16.3 If deemed receipt under clause 16.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 16.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.



16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.5 A notice given under this Agreement is not valid if sent by e-mail.

**17. ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

**18. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**20. THIRD PARTY RIGHTS**

20.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

**21. GOVERNING LAW**

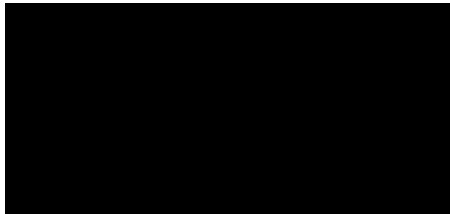
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**22. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS WHEREOF** the parties hereto have entered into this Consultancy Agreement on the day and year first above written

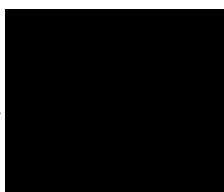
For and on behalf of  
**THE DISTRICT COUNCIL OF  
FOLKESTONE AND HYTHE**



.....  
Authorised signatory

Name: ... [redacted] .....

**For and on behalf of  
RSK ENVIRONMENT LIMITED**



Signature: .. [redacted] .....

Name: ..... [redacted] .....

**SCHEDULE 1: SPECIFICATION**



**SPECIFICATION**

**Site Investigation and Ground  
Conditions Scope  
Ship Street, Folkestone**

**March 2022**

**Site:**

Former Gasworks Site  
Ship Street,  
Folkestone,  
Kent

## Statement

*This RFQ document has been prepared solely for the use of Folkestone and Hythe District Council and the Consultant(s) invited to submit a proposal and may not be used or relied upon by any third party, without specific written permission from Ger<sup>2</sup> Property Ltd.*

## 1.0 Introduction

### 1.1 Purpose

The purpose of this document is to enable F&HDC to appoint a Site Investigation (SI) contractor to support the proposed developments at Ship Street.

This document provides outline information on the proposed works required in support of the consultant's Fee Proposal.

### 1.2 Introduction

Folkestone is a thriving part of Kent. It has a growing Arts and Creative sector and was designated as the world's first music town in 2019. It is around 50 minutes from St Pancras International Station, London, via the High Speed 1 route. There are many development opportunities in the town including the proposed Otterpool Park (which F&HDC is leading); the development of a new Garden Town of up to 10,000 new homes, 80,000m<sup>2</sup> of commercial space and 9,000 new jobs.

F&HDC wish to facilitate the development and regeneration of a former gasworks site, "Ship Street", which will make a major contribution to the regeneration of East Folkestone. A residential led scheme comprising both houses and apartments, as well as some live/work units, potentially self-build. Associated facilities are proposed and has been promoted through the Local Plan.

The gasworks site closed in 1956 and the structures were demolished between 1960 and 1964, with the gas holders remaining for storage purposes until their demolition and removal in 2001. In 2009, the site was remediated with large scale removal of contamination and structures.

F&HDC wish to undertake a review of the site to help determine if there is further remediation needed, and / or monitored in situ, together with advice on future site layout from a ground condition perspective.

### **1.3 The Site**

The site is c. 1.56 hectares, and it is located centrally, near to Radnor Park with excellent links to schools, trains, roads and shops, within easy reach of the main town centre and with stunning vistas of Castle Hill and the viaduct. The site is allocated for residential purposes under Policy HO2 of the F&HDC Local Plan Review Adopted 2006, and under Policy UA7 of the emerging Plan for up to 100 dwellings. Supporting Supplementary Planning document designates the site for predominately high-density housing.



23.

23.1

#### 1.4 BACKGROUND

The site is a former gasworks. It is formed over a number of terraces and has been subject to some remediation. In addition, there is a former governor station, which has an area of approximately 1,190 square metres that has previously not been investigated. It is understood that this area is no longer operational and now owned by the Council.

During its operational phase, from 1865 to 1964, the gasworks is reported to have comprised three gasholders, at least two tar tanks, benzol tanks, retorts and purifiers.

The underlying geology comprises Made Ground overlying the Folkestone Beds, which in turn overlie the Sandgate Beds. The Folkestone Beds are classed by the Environment Agency as a Principal Aquifer and therefore represent a sensitive receptor. The closest surface water feature to the site is the Pent Stream, which at its closest point is located 40 to 50 metres to the northwest of the site.

Site investigation data indicates that groundwater flow within the Folkestone Beds occurs both through intergranular flow, as well as through fractures. In addition, layering within the stratum produces a series of water bodies with slightly differing hydraulic gradients. The general pattern of groundwater flow is from the southwest to the northeast.

Prior to the remediation of the site, a series of site investigations were undertaken, these indicated contamination by ammonia, arsenic, cadmium, copper, nickel and zinc, hydrocarbons, cyanides, sulphides and ammonia. The site investigation data is not available to verify these findings, however, Mouchel, in their 2010 Verification Report indicate that although widespread, the principal contamination source areas were restricted to distinct historical process areas. Free phase hydrocarbons in groundwater and soil were also reported.

Remediation works were targeted at alleviating National Grid Property Holdings of their statutory liabilities and obligations; they were not aimed at rendering the site suitable for residential redevelopment. Importantly all of the risk assessments, which sit behind the remedial strategy, are based upon a future residential development with no private gardens and almost complete hard standing and building cover to minimise infiltration and exposure to residual contamination.

Following remediation of the gasworks there are a number of residual areas of concern:

1. Residual obstructions, including a gasholder base and other obstructions.
2. Areas where remediation was not undertaken (see attached highlighted plan). These areas were typically associated with level changes or retaining structures.
3. The former governor station please note that there appears to be residual infrastructure in this area).
4. The potential for residual contamination within fractures in the underlying bedrock.
5. Leachable ammonia in shallow soils that could adversely impact upon groundwater quality. It should be noted that remediation was completed in 2010 and as a result the site has remained uncovered/uncapped for a number of years. Therefore, understanding the current aquifer status will be important in determining the final remedial solution.

The aims of the site investigation are to provide sufficient information to understand residual contamination risks and to provide sufficient information for design purposes. However, more detailed investigation may be required to inform detailed design.

## 2. Specification

Specification The proposed specification should be allowed for by tenderers.

### Phase 1 Desk Study:

1. Site walkover and visual inspection:

To assess current on-site and neighbouring activities, identify any evidence of contamination and assist in the design of the subsequent site investigation.

2. Site history:

Comprising a detailed review of available historical Ordnance Survey plans from around 1870 to date;

Review of historical aerial photos (where available);

Review of planning history (where available);

Summary of Contemporary Trade Directories; and Review of DoE Industry Profiles (where appropriate).

3. Environmental setting:

Geology;

Hydrogeology;

Surface watercourses and general flood risk; and Neighbouring land uses.

4. Consultations with regulatory bodies:

Environment Agency for details of any licensed landfill sites in the vicinity, recorded significant pollution incidents, groundwater/surface water quality in the area and points of water abstraction;

Natural England for details of any sensitive ecosystems/protected areas;

Local Planning Department for a summary of planning records for the site - if applicable;



British Geological Survey for any relevant borehole logs on-site or in the vicinity, and a Radon Report if in a radon-affected area.

5. Review of the existing relevant reports for the site to be accessed via the Planning Portal.

6. Assessment/Conclusions:

Production of a conceptual model; and

Description of the potential for contamination of the site, the risks / potential liabilities that any such contamination would present in terms of environmental effects, possible regulatory action and any redevelopment constraints (if applicable).

Phase 2 Intrusive Site Investigation:

- Drilling of five rotary follow-on boreholes to 20 m bgl, to investigate the geotechnical properties of the underlying strata, provide information for foundation and road pavement design and enable the installation of groundwater monitoring wells.

- Excavation of 21 trial pits to a maximum depth of 3.5 metres below ground level to determine the thickness of made ground, potential for residual obstructions and free product within the underlying solid geology. Trial pits should target the areas of residual contamination where possible as well as residual structures/obstructions.

- Drilling of 12 window sampler boreholes to enable soil sampling as well as the installation of ground gas/vapour monitoring wells. Six of the wells should be targeted within the gas governor station.

- In situ geotechnical testing will be undertaken throughout the boreholes, with samples also collected from boreholes/trial pits and submitted to an accredited laboratory.

- A total of 55 soil samples will be collected for contamination testing with selected samples submitted to an UKAS accredited laboratory for analysis of inter alia the following determinands:

Ammoniacal Nitrogen, Arsenic, Cadmium, Chromium, Chromium – Hexavalent, Lead, Mercury, Selenium, Copper, Nickel, Zinc, Cyanide, Total Organic Matter, pH, Sulphate (as SO<sub>4</sub>), Water Soluble Sulphide, PAH - Speciated (EPA 16), Phenols - Total (monohydric), TPH CWG (which includes BTEX & MTBE) VOCs and Asbestos. Where detected, asbestos concentrations should be quantified.

- Ten samples should also be selected for leachate testing for the same suite of analysis.
- Five representative samples will be submitted Waste Acceptance Criteria and Loss on Ignition Testing.
- Arisings should be screened using a Photo Ionisation Detector.
- Soils with visual and olfactory evidence of contamination shall be sampled and analysed.
- Installation of five groundwater monitoring wells and six shallow ground gas monitoring wells. Monitoring installations must not cross different strata and installation details must be made clear on the borehole logs.
- Six rounds of ground gas/vapour and water level monitoring. Ground water level monitoring shall be with an industry standard dual phase dip metre capable of detecting non aqueous phase liquids.
- One round of groundwater monitoring (to include laboratory analysis of samples collected for the same suite of analyse as the soils). Boreholes must be developed and purged prior to sampling.
- Factual and interpretive report.
- Please provide a separate fee for a Detailed Quantitative Risk Assessment and Remediation Strategy.

### **General procedures**

A borehole location plan, Risk Assessment and Method Statement must be provided in advance of commencing works. This will require approval by the Council, this will require 10 working days to process and issue a permit to dig.

Service clearance must be undertaken prior to the drilling of any boreholes or excavation of trial pits and access to the gas governor site must be through prior Council approval. The successful party will be responsible for obtaining service plans and assessing potential UXO risks (given the level of remediation undertaken this is likely to be low, but successful party must confirm this and undertake any necessary mitigation measures.

Upon completion, boreholes that are not installed with monitoring wells will be backfilled with arisings. Hardstanding will be reinstated using lean mix concrete or similar. Trial pits must be backfilled in the order that material was excavated, and soils compacted using the excavator bucket. The site must be left flat, with no contamination exposed at the surface.

## Reporting

The Phase 1 Desk Study can be incorporated into the final site investigation report. The report and assessment must incorporate the pre-existing data. It must include an evaluation of environmental ground conditions and the nature of any contamination present. A qualitative risk assessment will be undertaken, and any significant environmental risks will be identified.

Where necessary, the reports will outline any recommendations necessary in order to remediate / mitigate any identified risks as required by the planning process.

The report will also include a geotechnical assessment. This will include an evaluation of the ground conditions and the potential reuse of materials. In addition, it will include a review of suitable foundation options. Comment will be made on pavement design for the surrounding area and the potential for attack on buried concrete by aggressive ground. Any other relevant engineering considerations, such as retaining walls or soakaways based on the ground conditions encountered, will also be made.

If required the Detailed Quantitative Risk assessment will provide clean-up criteria for the site whilst the Remediation Strategy will set out the measures required to render the site suitable for use.

## SCHEDULE 2: CONSULTANT'S QUOTATION

PROJECT STAGE / ACTIVITY		PRICE SCHEDULE				RSK Supporting comments
please list the activities required to meet this commission	RESOURCE	DAILY RATE (£)	DAYS TO COMPLETE	COST (£)		
<b>PHASE 1</b>						
Phase 1 report - A Preliminary risk assessment (PRA) including a desk based review and site reconnaissance survey	RSK Geosciences (Tonbridge, Kent) Chris Ball / Niki Dubber / Josh Curnow	n/a	10	██████████	Item Rate stated in RSK return - not daily rate	
Preliminary UXO risk assessment - £150	First 1st line defence (RSK Vendor approved subcontractor)	██████████	5	██████████	Item Rate stated in RSK return - not daily rate	
Detailed UXO risk assessment - £1250 (requirement dictated by findings of Preliminary UXO)	First 1st line defence (RSK Vendor approved subcontractor)	██████████	10	██████████0	Item Rate stated in RSK return - not daily rate	
				<b>SUBTOTAL</b>	██████████	
<b>PHASE 2</b>						
Preparation of RAMS and project management	RSK Geosciences (Tonbridge, Kent) Chris Ball / Niki Dubber / Josh Curnow	██████████	2	██████████	Item Rate stated in RSK return - not daily rate	
On-site supervision by UXO Engineer - @ £600 per day (requirement dictated by findings of Detailed UXO)	First 1st line defence (RSK Vendor approved subcontractor)	██████████	n/a	rate only	Requirement dictated by findings of Detailed UXO	
Statutory services search - Cost plus 10%. allow £500 (£180 + disbursements at cost +10%)	RSK Safeground (in-house service clearance specialists)	██████████	10	██████████	Item Rate stated in RSK return - not daily rate	
Specialist buried service clearance by RSK Safeground or equivalent (GPR and CAT) - 3 days @ £700 per day	RSK Safeground (in-house service clearance specialists)	██████████	3	██████████		
Rotary boreholes	CJ drilling (part of RSK group) supervised by RSK Geosciences (Tonbridge, Kent) Chris Ball / Niki Dubber / Josh Curnow	██████████	10	██████████	Item Rate stated in RSK return - not daily rate. Please refer to supporting RSK detailed breakdown provided for further details of inclusions, allowances and exclusions	
Trial pits, dynamic sampling, in-situ testing, monitoring etc.	RSK Structural Soils, supervised by RSK Geosciences (Tonbridge, Kent) Chris Ball / Niki Dubber / Josh Curnow	██████████	3	██████████	Item Rate stated in RSK return - not daily rate. Please refer to supporting RSK detailed breakdown provided for further details of inclusions, allowances and exclusions	
Geotechnical laboratory testing	RSK Structural Soils (in-house fully accredited laboratories)	██████████	10	██████████	Item Rate stated in RSK return - not daily rate	
Environmental laboratory testing	RSK Envirolab (in-house fully accredited laboratories)	██████████	10	██████████	Item Rate stated in RSK return - not daily rate	
On-site supervision by Engineer/scientist - 10 days @ £600	RSK Geosciences (Tonbridge, Kent) Josh Curnow / Chris Ball	██████████	10	██████████		
Phase 2 report - Preparation of factual/Interpretive report (1 master copy) including : logs, datasheets & plans - Interpretation of data & engineering analysis	RSK Geosciences (Tonbridge, Kent) Josh Curnow / Chris Ball with Niki Dubber and Svetislav Trajkovski technical reviewers	██████████	1	██████████		
				<b>SUBTOTAL</b>	██████████	
<b>PHASE 3</b>						
Preparation of detailed quantitative risk assessment and remedial strategy (£5000 provisional budget allowance pending results of the site investigation)	RSK Geosciences (Tonbridge, Kent) Chris Ball and Niki Dubber with Andrew Fellows and Svetislav Trajkovski technical reviewers	██████████	n/a	██████████	Budget estimate - pending findings of Site Investigation	
				<b>SUBTOTAL</b>	██████████	
				<b>TOTAL</b>	██████████	

**Invitation to Quote (ITQ)**  
**Supplier Response Document**



**Site Investigation and Ground Conditions Scope**  
**Ship Street, Folkestone**

**March 2022**

## **CONTENTS**

Section 1 – Supplier details

Section 2 – Pricing schedule

Section 3 – Terms & conditions of contract

Section 4 – Declarations

## **REQUIRED DOCUMENTS**

Please also complete and provide:

- Appendix B – Pricing Schedule
- ITQ Sub-Contractor Information (if applicable)

## **APPENDICES**

Please list any additional documents you have submitted with your quotation:

- '2.2 - OP11 Electronic Data Protection and Software Control'
- '2.2 - RSK Group Limited Cyber Essentials Certificate 2021'
- '2.2 - Data protection policy statement'
- '2.2 - Information Security Policy'
- '2.3 - Carbon Reduction Plan RSK Group – UK'
- '2.3 - Pledge to Net Zero'
- '2.3 - CRS Policy October 2020'
- '2.3 - Group sustainability route map'
- '2.3 - SHE Policy'
- '2.5 – Quality Policy'

## SECTION 1 – SUITABILITY QUESTIONNAIRE

### 1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this quotation	RSK Environment Ltd
Registered office address:	65 Sussex Street, Glasgow, Scotland, G41 1DX, United Kingdom
Company registration or charity registration number	115530
VAT registration number	918 4760 01
Name of immediate parent company	Not applicable
Name of ultimate parent company	Not applicable
Type of organisation: <ul style="list-style-type: none"> <li>• public limited company (PLC)</li> <li>• limited company (LTD)</li> <li>• limited liability partnership (LLP)</li> <li>• other partnership</li> <li>• sole trader</li> <li>• third sector (charity)</li> <li>• other (please explain)</li> </ul>	please state which: Limited Company (LTD)

Are you a Small, Medium or Micro Enterprise (SME)?	No
<b>Contact details for questions about this quotation</b>	
<b>Name:</b>	████████████████████
<b>Phone:</b>	████████████████████
<b>Mobile:</b>	As above
<b>Email:</b>	████████████████████

**Sole bidding organisation**

You are a ‘sole bidding organisation’ if this quotation is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response\*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

\*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

**Consortia, partnerships and joint ventures**

If you are quoting for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

**Special Purpose Vehicles (SPV)**

You are a ‘Special Purpose Vehicle’ (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.



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In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

(a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or

(b) the future organisational or legal standing of the special purpose vehicle.

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

<b>Consortia and sub-contracting</b> (please tick)	
a) Your organisation is bidding to deliver the contract itself	Yes
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	Yes (More than 50% of the work will be completed by RSK)
c) Bidding organisation is a consortium, joint venture or partnership	No
d) Bidding organisation is a special purpose vehicle	No
<b>If your answer is (c) or (d)</b> please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.	

## 1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your quotation will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.2.1 Details about the grounds for mandatory rejection are set out on online ( <a href="#">go to gov.uk webpage</a> ).	Answer
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<p>If your organisation or any other person who has powers of representation, decision or control in your organisation has been convicted anywhere in the world for any of the offenses below within the last 5 years, please mark which.</p>	
(a) Participation in a criminal organisation.	No
(b) Corruption.	No
(c) Fraud.	No
(d) Terrorist offences or offences linked to terrorist activities	No
(e) Money laundering or terrorist financing	No
(f) Child labour and other forms of trafficking in human beings	No
(g) Has your organisation been in breach of tax payment or social security contribution obligations?	No
<p>1.2.2 If you answered "yes" to any of (a) to (f) above, please provide:</p> <ul style="list-style-type: none"> <li>• Date of conviction;</li> <li>• which the conviction was for;</li> <li>• the reasons for conviction; and</li> <li>• Identity of who has been convicted</li> </ul> <p>If the relevant documentation is available online, please provide:</p> <ul style="list-style-type: none"> <li>• the web address;</li> <li>• issuing authority; and</li> <li>• reference of the documents</li> </ul>	
<p>Not applicable</p>	
<p>1.2.3 If you answered "yes" to (g) above,</p> <p>(a) provide details.</p> <p>(b) confirm you have paid, or have entered into a binding arrangement to pay, the outstanding sum (and any accrued interest or fines).</p>	
<p>Not applicable</p>	

**1.3 GROUNDS FOR DISCRETIONARY REJECTION**

*Invitation to Quote (ITQ) - Supplier Response Document*

This Section is **PASS/FAIL**. If you answer ‘yes’ to any question F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer ‘yes’ to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

<p>1.3.1 Details about the grounds for discretionary rejection are set out on online (<a href="#">go to gov.uk webpage</a>).</p> <p>Do any of the below apply or have applied to your organisation or any other person who has powers of representation, decision or control in your organisation within the last 3 years?</p>	<p>Answer</p>
<p>(a) Breach of environmental obligations?</p>	<p>No</p>
<p>(b) Breach of social obligations?</p>	<p>No</p>
<p>(c) Breach of labour law obligations?</p>	<p>No</p>
<p>(d) Bankruptcy or gone into liquidation or receivership? Or currently subject to proceedings for the appointment of a receiver, manager or administrator on behalf of a creditor?</p>	<p>No</p>
<p>(e) Committed an act of grave misconduct in the course of your business or profession?  Or been convicted of a criminal offence relating to the conduct of your business or profession?</p>	<p>No</p>
<p>(f) been significantly or persistently deficient in the performance of a previous public contract, leading to early termination of the contract, damages, or other comparable sanctions</p>	<p>No</p>
<p>1.3.2 Conflict of interest</p>	
<p>(a) Is any officer, employee or consultant of your organisation an employee or ex-employee of F&amp;HDC or in any way connected to an employee or ex-employee of F&amp;HDC?  Or Is any officer, employee or consultant of your organisation an elected member of the Authority or someone who has been an elected member?</p>	<p>No</p>

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(b) Is any officer, employee or consultant of your organisation involved in any other organisation that may be interested in bidding for F&HDC services under this tender process?	Yes
(c) Been involved in the preparation of this procurement process, design of services, or tender documents?	No
(d) Obtained or attempted to obtain confidential information, or entered into unlawful agreements with competitors whose to restrain or distort competition, or influenced or attempted to influence the evaluation panel or F&HDC in the process of preparing this quotation?	No
(e) Aware of any other conflicts of interest in submitting this quotation or which may occur in delivering the services?	No
1.3.3 If the answer to any of the criteria listed in 1.3.1 or 1.3.2 above is “yes”, please give details, any action your organisation has taken to remedy the situation.	
It is understood that one or more companies within the wider RSK Group will submit a response to this bid. Notwithstanding the above RSK Geosciences (part of RSK Environment) has prepared this tender response independently of others on a ‘non-collusive’ basis with no contact or correspondence between companies with regards to pricing or completion of this tender response.	

## 1.4 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

1.4.1 Is your annual turnover (at the date of the last audited accounts) greater than <b>£100,000</b> GBP?	Yes
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Invitation to Quote (ITQ) - Supplier Response Document

<p>1.4.2 If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?</p>	<p>Not applicable</p>
<p>1.4.3 If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than <b>£100,000</b> GBP?</p>	<p>Not applicable</p>
<p>1.4.4 Please list which you are able to provide: A copy of your audited accounts for the last two years, Or financial statements for the most recent year, Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</p>	<p>'A copy of your audited accounts for the last two years'</p>
<p>1.4.5 If you cannot provide one of the above, please explain why and list any other financial information you can provide.</p>	<p>Not applicable</p>
<p>1.4.6 If you have a parent company are you able to provide parent company accounts?</p>	<p>Yes</p>
<p>1.4.7 If you have a parent company is the parent company willing to provide a guarantee at F&amp;HDC's request?</p>	<p>Yes</p>
<p>1.4.8 If you do not have a parent company Or your parent company will not offer a Parent Company Guarantee will you be able to obtain a guarantee elsewhere (e.g. from a bank)?</p>	<p>Not applicable</p>

## 1.5 INSURANCE

This Section is **PASS/FAIL**. A bidding organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

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You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

1.5.1 Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
1.5.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes
1.5.3 Is your Professional Indemnity cover greater than £1 million GBP per incident?	Yes

## 1.6 HEALTH & SAFETY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.

This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

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F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at [hse.gov.uk/simple-health-safety/index](https://www.hse.gov.uk/simple-health-safety/index).

Specific guidance on how to write a policy and risk assessment is available at [hse.gov.uk/simple-health-safety/write](https://www.hse.gov.uk/simple-health-safety/write).

Please confirm that you understand and agree to your obligations as described above	Yes
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### 1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.7.1 Does the bidding organisation comply with its legal obligations under the Equality Act 2010, relating to the protected characteristics as follows?	Answer
Age	Yes
Disability	Yes
Gender reassignment	Yes
Marriage and civil partnership	Yes
Pregnancy and maternity	Yes
Race	Yes
Religion or belief	Yes
Sex	Yes
Sexual orientation	Yes

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<p>1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?  Or in comparable proceedings in any jurisdiction other than the UK?</p>	<p>No</p>
<p>1.7.3 In the last three years has any finding of unlawful discrimination been made against the bidding organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?</p>	<p>Yes / No</p>
<p>1.7.4 If the answer to either 1.7.2 or 1.7.3 was <b>Yes</b>, provide the following information:</p> <p>(a) If the organisation was required to take action, did the action taken satisfy the relevant organisation?</p> <p>(b) what action the organisation was required to take</p> <p>(c) what action the organisation took. If the organisation did not take the required action, explain why not.</p> <p>You may be excluded if you are unable to demonstrate to F&amp;HDC's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination occurring in the future.</p>	
<p>Not applicable</p>	
<p>1.7.5 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?</p>	<p>No</p>

## 1.8 MODERN SLAVERY

<p>1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with an annual turnover of £36 million or more to develop a slavery and human trafficking statement each year.  Does this requirement apply to your organisation?  Guidance about the Modern Slavery Act 2015 can be found online (<a href="https://www.gov.uk/government/guidance/modern-slavery-act-2015">go to gov.uk webpage</a>)</p>	<p>Yes</p>
<p>1.8.2 If you have answered 'yes' to 1.8.1 are you</p>	<p>Yes</p>



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<p>compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p><b>If yes</b>, provide the web address where your report can be found</p> <p><b>If no</b>, please explain.</p>	<p><a href="https://rskgroup.com/wp-content/uploads/2021/10/RSK-group-modern-slavery-statement-2021.pdf">https://rskgroup.com/wp-content/uploads/2021/10/RSK-group-modern-slavery-statement-2021.pdf</a></p>
<p>1.8.3 This question is for information only. Your tender will not be rejected if the answer is 'no'.</p> <p>If you have answered 'no' to 1.8.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?</p> <p>This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.</p> <p>If yes, please provide details of the measures currently in place.</p>	<p>Not applicable</p>

**1.9 WHISTLEBLOWING**

<p>1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&amp;HDC's Whistleblowing policy by contract award?</p> <p><a href="#">(go to F&amp;HDC's policy page)</a></p>	<p>Yes</p>
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## SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

### 2.1 CAPABILITY

This section is **PASS/FAIL**. A bidding organisation will fail if it cannot provide details of up to 3 contracts that demonstrate technical capability or provide alternative evidence.

#### RELEVANT EXPERIENCE AND CONTRACT EXAMPLES

Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this quotation.

Contracts for the supply of goods or services should be from the past three years. Works contracts may be from the past five years.

The customer contact for each example should be prepared to speak to F&HDC to confirm the accuracy of the information provided below.

Suppliers should not use previous work for or associated with F&HDC in these examples.

	Contract 1	Contract 2	Contract 3
Name of Customer Organisation	Confidential – details of the work included below	Confidential – details of the work included below	Confidential – details of the work included below
Contact name, telephone number & email			
Start date			
End date			

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Estimated Contract Value			
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<p>Brief description of contract</p>	<p><u><a href="#">Preliminary Risk Assessment, Former Gas Works, Ship Street, Folkestone, Kent, CT19</a></u></p> <p>In 2014, RSK were commissioned (by others) to complete a Preliminary Risk Assessment (PRA) for the Ship Street Gas Works site. As part of the PRA RSK undertook a detailed review of all available geo-environmental and geotechnical data (past and present), in order to develop a comprehensive Conceptual Site model (CSM) which would be latterly used to inform multiple phases of intrusive exploratory works and subsequent remedial works (by others). RSKs assessment of the contamination status of the site was undertaken in accordance the technical approach presented in CLR11 Model Procedures for the Management of Land Contamination (EA, 2004) (now superseded).</p>	<p><u><a href="#">Remediation of a Former Gas Works in Southern England (confidential, complete)</a></u></p> <p>In 2017, RSK were commissioned to complete a Detailed Quantitative Risk Assessment (DQRA) and Outline Remedial Strategy in support of a wider site remediation tender submission (by others). The former gas works site occupied an area of circa 0.3 hectares situated upon a Principal Aquifer within the southeast of England. RSK undertook an extensive review of all previous phases of assessment spanning 1998 – 2015 and subsequently developed a detailed human health and controlled water assessment inclusive of contaminant modelling using the EA’s remedial targets methodology. The results of the detailed assessment and modelling undertaken by RSK in-house specialist risk assessment team was used to develop an Outline Remedial Strategy that was used as part of the winning bid. RSK was</p>	<p><u><a href="#">Pilot testing, Croydon Gasworks (confidential)</a></u></p> <p>RSK were involved in the design and implementation of a remedial pilot test. In brief, the project demonstrated how pilot testing and the provision of system performance monitoring data allowed closure of the site works and reduced remedial cost of treating benzene in groundwater. The key value added was RSK’s ability to convince both the local authority and the regulators (EA) alike that an in-situ air sparging-based remedial design would work and that a performance-related, mass reduction-based remedial target where remediation would be stopped once an asymptotic cumulative recovery condition had been achieved was acceptable. Application of such risk-based argument proved very effective once dissolved phase impact had been reduced, and continued sparging of the site would not have been effective or economic. One of the key project challenges was demonstrating the risk acceptability</p>
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		<p>retained by the appointed contractor to provide on-going technical support inclusive of site supervision of supplementary exploratory works and interpretative assessment used to refine the remedial targets methodology model and update the remedial design. Broadly, the remedial design broadly comprised the removal of the former gas holder tanks contaminated with tar and hydrocarbons as well as the removal of made ground containing cyanide and ammonium for subsequent clean capping. RSK was author to the regulatory approved Verification Report. One of the key project challenges was the assimilation of multiple data sources and assessment into comprehensive technical documents. Challenges were overcome with sufficient technical resourcing and frequent consultation with in-house and industry leading specialists.</p>	<p>to the regulators. This challenge was overcome with a comprehensive program of stakeholder and regulatory engagement throughout the duration of the project, regularly sharing and presenting data in a clear and transparent manner in order to demonstrate the effectiveness of the technologies used.</p>
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<p>If you cannot provide three contract examples please give evidence of your technical capability in this market.</p>	<p>Not applicable</p>
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## 2.2 GENERAL DATA PROTECTION

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations while performing the contracted services?

If yes, please provide details.

If no, please detail what measures will be in place before the contract starts.

Yes - RSK is committed to complying with its data protection obligations and with all relevant EU Member State laws in respect of personal data and the protection of the rights and freedoms of individuals whose information RSK collects and processes. Our approach is in accordance with the General Data Protection Regulation (GDPR), the UK Data Protection Act 2018 and the Design Services Framework (DSF) NR03 Construction Services Agreement, Clause 17. RSK is working towards certification to ISO 27001:2013.

Our Data Protection Policy, supported by our retention of records policy and information security policy, sets out how we obtain and use personal information relating to our workforce and how (and when) we dispose of that information once it is no longer required.

Our personal data policies and procedures are continually reviewed by our GDPR owner to ensure compliance with the latest legislation. We will demonstrate compliance with GDPR principles by implementing these data protection policies, adhering to codes of conduct, implementing technical and organisational measures and adopting techniques such as:

- data protection by design
- data protection impact assessments
- breach notification procedures
- incident response plans.

Our Data Protection Policy includes protective measures to protect against a data loss event or breach in accordance with GDPR Article 11 principles.

If a personal data breach or security incident has taken place, it is RSK procedure that this is reported to the GDPR owner and the client's data protection officer without undue delay. The details are recorded in the internal breach register. An assessment is made of whether the personal data breach is likely to result in a risk to the rights and freedoms of the data subjects (conducting a data protection impact assessment against the breach – GDPR REC 4.4 or other means, dependent on the breach).

If a significant risk to the data subject(s) is likely, RSK will report the personal data breach in no more than 72 hours. RSK will also notify the data subjects immediately in accordance with the GDPR owner's recommendations. This is documented in the RSK Data Breach Procedure (available on request).

To comply with GDPR Articles 15–22, RSK has in place procedures for the locating, retrieving and supplying of personal data to the client or to the requester within the agreed timescales.

- We will notify the client as soon as we receive a Data Subject Access Request, a request to rectify, block or erase personal data or any other request, complaint or communication relating to our obligations under the data protection legislation, in accordance with Clause 17.
- RSK will complete a request for a Subject Access Request record. This form includes a number of questions to enable us to identify the person making the request.
- The identification checks are logged and forwarded to the relevant person in RSK.
- Once the request has been received, the data are collated and checked to determine whether any third parties are present in it. The identifying third party information is either removed from the documentation or written consent is obtained from the third party for their identity to be revealed.

RSK will provide the requested information in electronic format, unless otherwise specified. All of the items provided will be listed on a spreadsheet that shows the person requesting the data, their name and the date on which the information is delivered to them. The information will be sent within the required timeframe. We will remove personal data from systems as soon as a request for erasure has been submitted.

Opportunities and commitments to add value to the DSF

- We commit to achieving ISO 27001:2013 certification
- All employees/staff will receive information security awareness training
- Our specialist supply chain will receive appropriately specialised information security training

Please also see attached:

- '2.2 - OP11 Electronic Data Protection and Software Control'
- '2.2 - RSK Group Limited Cyber Essentials Certificate 2021'
- '2.2 - Data protection policy statement'
- '2.2 - Information Security Policy'



## 2.3 CARBON ACTION

This question is for information only. Your tender will not be rejected if the answer is 'no'.

2.3.1 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?

Yes - using energy more efficiently and transitioning to renewable energy are essential for limiting our contribution to climate change and reducing our overall environmental footprint.

We achieve this through the application of the RSK SHE Policy and implementing our ISO 9001, 14001 and 45001 accredited integrated Safety, Health, Environment and Quality management system (SHEQMS) across our business. System Procedure SP03 – Identifying and Mitigating Environmental Aspects, Impacts and Energy use enables us to ensure that:

- All potential and actual environmental aspects of the Company's premises, activities, products and services for the following categories: waste, air, vibration, wildlife ecology and natural features, water, noise, contaminated land and archaeology have been identified,
- The resulting environmental and health and safety impacts from these aspects, (including those that it can directly control and those that it can influence), have been assessed, and where negative, ensure that suitable control measures have been put in place; and
- That measures are in place to enable efficient energy use.

The RSK Corporate Responsibility and Sustainability Policy Statement implemented by the Board of Directors details RSK's commitment to promoting sustainability in all areas of the business in the following ways:

- undertaking business risk assessments, reacting and adapting to climate change, minimising the environmental impact of all aspects of our business operations and maintaining our certification to ISO 14001.
- measuring our energy use and carbon dioxide emissions, and identifying and implementing savings wherever reasonably practicable
- recycling office and project waste materials where practicable and cost-effective
- minimising business-related travel and promoting the use of public transport and shared travel/commuting wherever practicable and cost-effective
- maintaining and promoting the RSK bike-purchase scheme for all our employees and supporting local initiatives to improve bicycle access routes to our offices

- communicating the requirements and needs of our environmental management system and CR&S policy to all, including our suppliers, and consulting with and involving our employees through regular meetings with the office CR&S representatives
- rendering ourselves accountable to all our stakeholders through annual sustainability reports documenting our most important environmental, social and economic impacts
- supporting the communities in which we operate through charitable donations and environmental education. Our community engagement and donation policy focuses on the communities around our offices and national or international programmes as elected by our staff.
- using local suppliers for site operations wherever feasible

The metrics by which we measure our own performance have changed from purely financial metrics to ones that encompass carbon, biodiversity, social value and governance. This is in response to the UN Sustainable Development Goals, climate change and the recognition that we are living beyond the means of our planet's resources. In 2019 RSK launched its sustainability route map for the period to 2024, that similarly to NGN, defines our focus areas or 'pillars of sustainability' and outlines performance targets and objectives over time. The route map is structured around five pillars, one of which is 'environment and communities.'

Under each pillar we have identified four topics on which to focus, each one having a long-term aspirational goal that we are working towards, which like NGN's Environmental Sustainability objective, align with relevant UNSDGs. We also set our annual focus for each topic, review progress and publish a group sustainability route map annual report on our website. One of our goals in the 'Environment and Communities' pillar is to 'Achieve a net positive impact on the environment.'

RSK has signed the Pledge to Net Zero, an initiative that commits organisations from the environmental sector to a leadership role in the transition towards a net-zero-carbon economy. It supports the UK Government's ambition to bring all greenhouse gas emissions to net zero by 2050 and is demonstrative of RSK's dedication to 'doing the right thing' by developing science-based targets to measure, report and monitor its carbon footprint. Signing the pledge represents a further step in RSK's commitment to one of its underlying principles, 'Promoting the concept of sustainability in all that we do'.

Please see attached:

- '2.3 - Carbon Reduction Plan RSK Group – UK'
- '2.3 - Pledge to Net Zero'
- '2.3 - CRS Policy October 2020'
- '2.3 - Group sustainability route map'
- '2.3 - SHE Policy'

2.3.2 Have you measured or estimated your organisation's carbon emissions?

If yes, please briefly outline the method used or the scope of this analysis e.g. scope 1 (direct emissions), scope 2 (energy indirect) or scope 3 (other indirect).

Yes - as consultants and service providers, our own energy use arises mainly from transport and office buildings. We are committed to measuring and publicly disclosing our energy use and associated carbon dioxide emissions in the UK. We track our greenhouse gas (GHG) emissions in four areas:

- buildings: gas, oil, biomass and electricity used for heating, cooling and powering our fixed premises
- transport: fuel consumption for travel in owned fleet, hire vehicles, grey fleet and public transport, including air travel, train and taxi
- processes: on-site use of gas oil in plant, equipment and off-road vehicles
- water: emissions associated with water supply and treatment.

BUILDINGS - RSK'S CR&S representatives record energy meter readings monthly. The energy consumption of our UK offices is reviewed annually. This information forms a baseline from which to make improvements. Awareness-raising materials such as posters reminding people to switch off electrical items are on display throughout our offices. Our Hemel Hempstead and Bristol offices have both replaced their boilers to reduce their carbon footprints. In 2014, we set ourselves a GHG emissions target covering emissions from our office buildings in the UK. The aim was to achieve a 5% reduction in emissions per full-time employee. This was calculated over the seven years 2014 to 2020 compared with the 2012–2013 average and based on a fixed grid intensity factor. As of the end of the reporting period, we had achieved a 22% reduction, far ahead of our 5% target. We are in the process of setting our new group wide targets which will be validated by the SBTi. These are likely to be 40 to 45% reduction by 2030.

In July 2019, RSK switched its utilities contract to SSE Green, a new supplier initiative from SSE Business Energy. The contract covers RSK's electricity and gas supplies until 2022 and guarantees that all the electricity we use will originate from 100% renewable sources with a zero-emission rating. The switch lends further weight to RSK's commitment to corporate responsibility and sustainability. All SSE Green electricity is backed by the Renewable Energy Guarantees of Origin scheme that matches consumption levels with an equivalent volume of renewable electricity generated from large-scale wind and hydro sources then exported to the national grid. Switching to the SSE tariff means that RSK is now:

- reducing its scope 2 emissions by approximately 80%
- demonstrating its commitment to advancing the energy transition

- enhancing its reputation with customers and other stakeholders
- demonstrating best practice in its marketplace.

TRANSPORT- Our contracting businesses involve a lot of transport by car or van and use gas oil for plant and on-site equipment. We encourage all staff members to minimise business travel and promote the use of public transport and shared travel wherever practical. The business mileage of all vehicles is tracked, and their fuel efficiency performance is reviewed each year.

To reduce fuel consumption, we have equipped some of our offices with video conferencing equipment as an alternative to travelling to meetings by car. We have also set a goal to install charge points for electric vehicles at largest RSK offices in UK and Europe. So far, we have equipped two offices with charge points with the intention of equipping other offices next year.

When driving to and from a site is necessary, RSK hires vehicles appropriate for the nature of the task. This means that we are not operating an ageing fleet of poorly maintained and fuel-inefficient vehicles. Where practicable, we encourage staff to use the smallest and most efficient vehicle available through our approved suppliers.

PROCESS - Our process energy use and emissions result from the on-site use of gas oil in plant and equipment such as drilling rigs by our contracting businesses and the use of off-road vehicles such as tractors by our food and farming division.

WATER - We collect office water consumption data to sit alongside energy and emissions data. Most of our water consumption is simple, domestic-type consumption through toilets, sinks, showers, and drinks, though consumption is higher in those facilities with laboratories or yards. An action plan has been developed to report water use for all offices and we plan to implement an action plan for water use reduction.

RSK's latest sustainability report is available on our website: [www.rskgroup.com](http://www.rskgroup.com).

2.3.3 If the answers to 2.3.1 and 2.3.2 was No, does your organisation intend to evaluate its carbon emissions and implement carbon reduction initiatives within the next 12 months?

Not applicable

**2.4 WEIGHTED QUESTIONS**

**Q1. EXPERIENCE (25%)**

Describe your experience of working on a similar town regeneration project and how you successfully delivered the Project. Your response should also address any challenges faced during the contract period and how those were managed.

(max. word count: 2,000)

[Redacted response content]

[Redacted content]

[Redacted content]

[Redacted content]



**Q2. METHODOLOGY (20%)**

Please provide an outline programme for the project (using a start date as 4 April 2022), setting out proposed lead-in, timescales and reporting deadlines. Response should also include

- (i) challenge(s) identified which could hinder the timeline, and;
- (ii) measures that would be put in place to mitigate the challenge(s) identified

(max. word count: 2,000)

[Redacted content]

[Redacted content]

[Redacted text block containing multiple paragraphs of blacked-out content]

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[Redacted content]

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**Q3. SUSTAINABILITY (15%)**  
How will you deliver this contract sustainably considering carbon emissions? What measures do you have in place and how would these apply to this contract?  
(max. word count: 1,250)

[Redacted text block]

[Redacted content]





[Redacted text block containing multiple paragraphs and bulleted points, all obscured by black bars.]

### SECTION 3 – PRICING SCHEDULE

Please completed the **Appendix B – Pricing Schedule**

Prices must be provided exclusive of VAT

### SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

<p>Please ensure you have read Appendix E &amp; F and Section 5 of the Instructions document.</p> <p>Do you accept F&amp;HDC's terms (or the terms as amended by F&amp;HDC in any pre-quote clarifications)?</p>	<p>Yes</p>
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## SECTION 5 – DECLARATIONS

**TO: The District Council of Folkestone and Hythe (F&HDC)**

**PROVISION OF:** Site Investigation and Ground Conditions Scope - Ship Street, Folkestone

**REFERENCE:** DN587508

We [INSERT NAME[S]] the undersigned, having examined the Invitation to Quote (ITQ) and all other relevant schedules (“the ITQ Documents”), do hereby offer to provide the supplies, services and/or works to the Council as specified in the ITQ Documents and in accordance with the attached additional documentation, commencing and continuing for the period specified in the ITQ Documents (including any option to extend).

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between the Council and ourselves.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITQ Documents, the formal acceptance of this Quotation in writing by the Council or such parts as may be specified, together with the contract documents shall be required as a condition precedent to the entering into of the Contract.

We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.1.3 of the Invitation to Tender Instruction Document.



We understand the Council is not bound to accept the lowest of any Quotation received, nor assign a reason for the rejection of any Quotation. We accept that any costs incurred in Quotation preparation are for our own account.

We further undertake and it shall be a condition of any Contract, that:

The amount of our Quotation has not been calculated by agreement or arrangement with any person other than the Council and that the amount of our Quotation has not been communicated to any person until after the Quotation Return Date and in any event not without the written consent of the Council.

We have not canvassed and will not before the evaluation process canvass or solicit any member or officer, employee or agent of the Council or other contracting authority in connection with the award of the Contract and undertake that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this Quotation and confirm that I have complied with all the requirements of the ITQ.

Signature:	
Name & job title:	 (Principal Geo-environmental Engineer)
Dated:	22.03.2022
For and on behalf of:	RSK Environment